

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
A.D.A.M., INC.		12/31/2008	CORPORATION: GEORGIA

**RECEIVING PARTY DATA**

Name:	RBC BANK
Street Address:	75 FIFTH STREET, NW
Internal Address:	SUITE 900
City:	ATLANTA
State/Country:	GEORGIA
Postal Code:	30308
Entity Type:	CORPORATION: GEORGIA

**PROPERTY NUMBERS Total: 17**

Property Type	Number	Word Mark
Registration Number:	3185699	REAL VALUE STATEMENT
Registration Number:	2828649	ONLINE BENEFITS
Registration Number:	2584456	READY...ENROLL
Registration Number:	2578533	BENERGY
Registration Number:	2429407	ADAM.COM
Registration Number:	2407430	ANATOMY PRACTICE
Registration Number:	2355333	LIDO
Registration Number:	2353879	LIDO.COM
Registration Number:	2352070	LIDO
Registration Number:	2340326	A.D.A.M. MEDIA PRO
Registration Number:	2301261	A.D.A.M. INTERACTIVE ANATOMY SLIDE SHOW
Registration Number:	2238140	A.D.A.M. INTERACTIVE ANATOMY
Registration Number:	2190284	THE INSIDE STORY

OP \$440.00 3185699

Registration Number:	2188828	A.D.A.M.
Registration Number:	2161376	BOB WINKLE SOLVES LIFE'S GREATEST MYSTERIES
Registration Number:	2014397	NINE MONTH MIRACLE
Registration Number:	1704694	A.D.A.M.

**CORRESPONDENCE DATA**

Fax Number: (404)962-6736  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
Phone: (404) 885-3038  
Email: michael.brignati@troutmansanders.com  
Correspondent Name: MICHAEL J. BRIGNATI, PH.D.  
Address Line 1: TROUTMAN SANDERS LLP  
Address Line 2: 600 PEACHTREE STREET, N.E.  
Address Line 4: ATLANTA, GEORGIA 30308-2216

ATTORNEY DOCKET NUMBER:	231156.000008
NAME OF SUBMITTER:	Michael J. Brignati, Ph.D.
Signature:	/Michael J. Brignati 60,890/
Date:	01/06/2009

**Total Attachments: 7**  
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Customer No.: \_\_\_\_\_  
Loan No.: \_\_\_\_\_

## RBC Bank

### Intellectual Property Security Agreement (SD-L&S)

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT ("Agreement") is entered into, as of December 31, 2008, by A.D.A.M., INC. ("Borrower"), with a mailing address of 10 Tenth Street, N.E., Suite 500, Atlanta, GA 30309 to RBC BANK (USA) ("Bank"), with a mailing address of 75 Fifth Street, NW, Suite 900, Atlanta, Georgia 30308.

#### RECITALS

A. Bank has agreed to extend certain financial accommodations to Borrower ("Credit Facilities") as set forth in that certain Loan and Security Agreement entered into contemporaneously herewith by and between Bank and Borrower (as the same may be amended, modified, extended, renewed, replaced and supplemented from time to time, the "Loan Agreement"). Capitalized terms not defined herein shall have the meaning ascribed thereto in the Loan Agreement.

B. Pursuant to the terms of the Loan Agreement, Borrower has granted to Bank a security interest in presently existing and hereafter acquired Collateral, including the Intellectual Property Collateral, and Borrower is required to supplement the grant of the security interest therein with the grant of the security interest herein contained.

NOW, THEREFORE, for good and valuable consideration paid by Bank, the receipt and sufficiency of which are hereby acknowledged, Borrower hereby represents, warrants, covenants and agrees with Bank as follows:

#### AGREEMENT

1. Grant of Security Interest. To secure the prompt, full and complete payment and performance of the Obligations, both now existing and hereafter arising, and Borrower's other existing and future representations, warranties and covenants under the Loan Documents, Borrower grants and pledges to Bank a security interest in all of Borrower's right, title and interest in, to and under its present, existing and hereafter acquired Intellectual Property Collateral (including, without limitation, those Copyrights, Patents and Trademarks listed on Exhibits A, B and C attached hereto), together with all proceeds and products thereof (such as, by way of example, but not by way of limitation, license royalties and proceeds of infringement suits), the right to sue for past, present and future infringements, all rights corresponding thereto throughout the world and all re-issues, divisions, continuations, renewals, extensions and continuations-in-part thereof.

2. Rights and Remedies; Exercise. This security interest is granted in conjunction with, and as a supplement to, the security interest granted to Bank under the Loan Agreement. The rights and remedies of Bank with respect to the security interest granted hereby are in addition to those rights and remedies of Bank set forth in the Loan Agreement, the other Loan Documents and those which are now available and may hereafter become available to Bank as a matter of law and equity, including, without limitation, those set forth in the Code as being available to a "secured party" and "creditor". Bank may exercise the aforementioned rights and remedies as and when provided herein, in the Loan Agreement and in the other Loan Documents. Each right, power and remedy of Bank provided for herein, in the Loan Agreement, in any of the other Loan Documents, together with those rights and remedies now and hereafter existing at law and in equity, shall be cumulative and concurrent and the exercise by Bank of any one or more of the aforementioned rights and remedies shall not preclude the simultaneous and later exercise by any person, including Bank, of any or all other rights, powers and remedies.

3. Term. The Loan Agreement and the terms and provisions thereof are incorporated herein in their entirety by this reference. The term of this Agreement and the security interests granted herein shall be coterminous with the term of the security interests granted in the Loan Agreement, and notwithstanding any limitation of, moratorium on and termination of Bank's obligation to make Credit Extensions under the Loan Agreement, Borrower's obligations under this Agreement shall remain in full force and effect for so long as any Obligations are outstanding. It shall be an Event of Default under the Loan Agreement if there is a breach or violation of any of the terms and provisions of this Agreement.

4. Registered Intellectual Property. Borrower represents and warrants that Exhibits A, B, and C attached hereto set forth any and all intellectual property rights which Borrower has registered or filed an application to register with either the United States Patent and Trademark Office or the United States Copyright Office, as applicable.

5. New IP. The rights, duties and obligations outlined in the provisions of this Agreement shall automatically apply to all intellectual property and intellectual property rights, including those set forth in any licenses related to any of the foregoing, which Borrower obtains subsequent to the date of this Agreement ("New IP"). Borrower shall give to Bank written notice all New IP promptly after the acquisition of same, but in any event not less frequently than as required by the Loan Agreement. Borrower hereby authorizes Bank to (i) modify this Agreement unilaterally by amending the exhibits to this Agreement to include any New IP and (ii) file a duplicate original of this Agreement containing the amended exhibits reflecting the New IP in the manner described in Section 8 of this Agreement.

6. Bank's Use of Intellectual Property; No Liability. Borrower agrees that the Bank's use of the Intellectual Property Collateral as authorized hereunder and in any other Loan Documents in connection with Bank's exercise of its rights and remedies shall be coextensive with Borrower's rights thereunder and Bank will have no liability for royalties and other related charges upon exercise of such rights and remedies.

7. Power of Attorney; Appointment. Borrower irrevocably designates, constitutes and appoints Bank (and all persons designated by Bank in its sole and absolute discretion) as Borrower's true and lawful attorney-in-fact, and authorizes Bank and any of Bank's designees, in Borrower's or Bank's name, to take any action and execute any instrument which Bank may deem necessary or advisable to accomplish the purpose of this Agreement.

8. Filing: Patent Office and Copyright Office. Borrower hereby consents to the filing of a duplicate original of this Agreement with the United States Patent and Trademark Office and United States Copyright Office, and the filing of a duplicate of this Agreement and financing statements in any other jurisdictions and locations deemed advisable or necessary in Bank's sole discretion to protect and perfect and put the public on notice of Bank's security interest and rights in the Intellectual Property Collateral. Borrower further consents to and ratifies the filing of such duplicate originals and financing statements prior to the Closing Date. Borrower shall from time to time execute and deliver to Bank, at the request of Bank, such other documents, instruments and records that Bank may request in form and substance satisfactory to Bank and its counsel, to perfect and continue Bank's security interest in the Intellectual Property Collateral.

9. Governing Law, etc. This Agreement shall be governed by and construed in accordance with the laws of the State of Georgia, excluding therefrom any principle of such laws which might result in the application of the laws of another jurisdiction. In addition, (i) no amendment of and waiver of a right under this Agreement will be binding unless it is in writing and signed by the party to be charged, (ii) to the extent a provision of this Agreement is unenforceable, this Agreement will be construed as if the unenforceable provision were omitted, (iii) a successor to and assignee of Bank's rights and obligations under the Loan Agreement will succeed to Bank's rights under this Agreement and (iv) all notices and other communications required or permitted herein shall be in writing and shall be deemed given when mailed by registered or certified mail, postage prepaid, return receipt requested, addressed to the addresses set forth above.

10. Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which taken together shall constitute the same instrument.

IN WITNESS WHEREOF, Borrower has caused this Intellectual Property Security Agreement to be executed with authority duly obtained, as of the date first written above.

**BORROWER:**

A.D.A.M., INC.

By: Mark B Adams  
Print Name: Mark B Adams  
Title: CFO

Witness:

Kelly Hunt  
Print Name: Kelly Hunt

[Signature Page to IP Security Agreement]

EXHIBIT A  
**COPYRIGHTS**

<u>Description</u>	<u>Registration Number</u>	<u>Registration Date</u>
A.D.A.M. (animated dissection of anatomy for medicine) 2.2	PA0000726132	04/08/1994
ADAM (Animated Dissection of Anatomy for Medicine) 2.2	PA0000720421	09/18/1995
A.D.A.M. standard 2.0 WIN	PA0000760332	12/19/1994
Comorbidities "2": endocrine and others (Macintosh & Windows)	PA0000907441	11/14/1994
A.D.A.M. interactive anatomy 3.0 Macintosh	PA0000873449	05/21/1997
A.D.A.M. the inside story Windows 1.0	PA0000760337	10/11/1994
A.D.A.M. the inside story 1.0 MAC	PA0000760335	10/11/1994
Nine month miracle (CD rom for Windows)	PA0000792437	03/14/1996
Nine month miracle teacher's guide	TX0004400743	10/10/1996
A.D.A.M. (animated dissection of anatomy for medicine) essentials	PA0000726130	04/08/1994
ADAM (Animated Dissection of Anatomy for Medicine) essentials.	PA0000720419	09/18/1995
A.D.A.M. essentials 1.0 Windows	PA0000760334	10/11/1994
A.D.A.M. (animated dissection of anatomy for medicine) comprehensive	PA0000726131	9/18/1995
ADAM (Animated Dissection of Anatomy for Medicine) comprehensive.	PA0000720420	09/18/1995
A.D.A.M. interactive anatomy--Windows	PA0000868861	09/09/1997
A.D.A.M. standard 2.0 MAC	PA0000760336	12/19/1994
Pregnancy health center	PAU002648597	06/06/2001
Surgeries and procedures	PA0001098289	6-06-2001
Child safety health center	PA0001089288	06/06/2001
Health illustrated encyclopedia v.1.0	PA0001194942	06/26/2002
Online anatomy	PA0001066920	06/06/2001
Outdoor health	PA0001098816	06/06/2001
Health illustrated encyclopedia V.1.6	PA0001108890	07/01/2002

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**TRADEMARK**  
**REEL: 003914 FRAME: 0197**

A.D.A.M. v.1 (foot & lower leg module)		
A.D.A.M. comprehensive student edition (CD rom for Windows)	PA0000707039	3-14-1996
A.D.A.M. comprehensive, student edition (CD-ROM for Mac)	PA0000792438	03/14/1996
A.D.A.M. practice practical : the ideal gross anatomy prep tool	PA0000817457	09/06/1996
A.D.A.M., the inside story.	PA0000817452	09/06/1996
ADAM interactive physiology--cardiovascular system 1.0.	PA0000726255	03/02/1995
ADAM Practice Practical	PA0000843995	05/21/1997
ADAM teachers guide: for ADAM essentials	TX0004359404	10/07/1996
ADAM : the inside story	PA0000817445	09/09/1996
The neuron: the action potential	PA0000849860	05/23/1997
ADAM Benjamin Cummings interactive physiology muscular module : version 1.0	TX0004112111	10/18/1995
ADAM-Benjamin/Cummings interactive physiology : uniary system/ author, Marvin J. Branstrom	PA0000849871	05/23/1997
ADAM standard student edition : the student edition : the student survival kit for college-level anatomy	PA0000707040	03/14/1996
ADAM, the inside story : teacher's guide	TX0004386709	10/09/1996
Bob Winkle solves life's greatest mysteries	PA0000817419	09/06/1996
Bob Winkle solves life's greatest mysteries	PA0000817420	09/06/1996
ADAM (ADAM software; Automated data analysis and mining)	TXu000927606	12/6/1999
The student survival kit for college-level anatomy / Rose Leigh Vines	PA0000707028	03/14/1996
The body : how it works / by Stephen Rudin ; images by adam.com	VA0001064943	12/23/1999
Benergy communication portal content.	TX0006210262	09/14/2005

**EXHIBIT B**

**PATENTS**

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
NONE	N/A	N/A

EXHIBIT C

**TRADEMARKS**

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
REAL VALUE STATEMENT (Registered)	3,185,699	12/19/2006
ONLINE BENEFITS (Registered)	2,828,649	03/30/2004
BENEVENTS (Lapsed)	2,585,362	06/25/2002
READY...ENROLL (Registered)	2,584,456	06/25/2002
BENERGY (Registered)	2,578,533	06/11/2002
ONBOARD (Lapsed)	2,564,461	04/23/2002
BENENROLL (Lapsed)	2,585,363	06/25/2002
ADAM.COM (Registered)	2,429,407	02/20/2001
ANATOMY PRACTICE (Registered)	2,407,430	11/21/2000
LIDO & Design (Registered)	2,355,333	06/06/2000
LIDO.COM & Design (Registered)	2,353,879	05/30/2000
LIDO (Registered)	2,352,070	05/23/2000
A.D.A.M. AT HOME (Cancelled)	2,349,202	05/16/2000
A.D.A.M. MEDIA PRO (Registered)	2,340,326	04/11/2000
A.D.A.M. MEDIA (Cancelled)	2,337,858	04/04/2000
A.D.A.M. INTERACTIVE ANATOMY SLIDE SHOW (Registered)	2,301,261	12/21/1999
PHYSICIAN'S HOME ASSISTANT (Cancelled)	2,300,398	12/14/1999
PEDIATRICIAN'S HOME ASSISTANT (Cancelled)	2,300,397	12/14/1999
A.D.A.M. INTERACTIVE ANATOMY (Registered)	2,238,140	04/13/1999
THE INSIDE STORY (Registered)	2,190,284	09/22/1998
A.D.A.M. (Registered)	2,188,828	09/15/1998
BOB WINKLE SOLVES LIFE'S GREATEST MYSTERIES (Registered)	2,161,376	06/02/1998
THE QUIZMEISTER (Cancelled)	2,142,131	03/10/1998
CYBERVIZZ (Cancelled)	2,113,942	11/18/1997
PRACTICE PRACTICAL (Cancelled)	2,106,845	10/21/1997
A.D.A.M. LEGAL SERIES (Cancelled)	2,099,101	09/23/1997
A.D.A.M. AT HOME (Cancelled)	2,097,203	09/16/1997
NINE MONTH MIRACLE (Registered)	2,014,397	11/05/1996
(Design only) (Cancelled)	1,888,333	04/11/1995
A.D.A.M. (Registered)	1,704,694	08/04/1992
ILIAD (Cancelled)	1,480,630	03/15/1988
ADAM (Abandoned)	75/759,713	07/26/1999
A.D.A.M. INTERNET HEALTH THE FIRST NAME (Abandoned)	75/639,396	02/04/1999

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